REMARKS

This is a full and timely response to the outstanding final Office Action mailed November 21, 2007 (Paper No. 20071119). Upon entry of this response, claims 8-9, 12-15, 18, 22-23, and 26-37 are pending in the application. In this response, claims 12-13, 18, 22-23, and 26-32 have been amended, claims 32-37 have been added, and claims 16-17, 19-21, and 24-25 have been cancelled. Applicants respectfully request that the amendments being filed herewith be entered and request that there be reconsideration of all pending claims.

1. Rejection of Claims 12, 14, 18, 20, 24-27, and 29 under 35 U.S.C. §102

Claims 12, 14, 18, 20, 24-27, and 29 have been rejected under §102(e) as allegedly anticipated by *Frailong et al.* (U.S. 6,496,858). Applicants respectfully traverse this rejection. A proper rejection of a claim under 35 U.S.C. §102 requires that a single prior art reference disclose each element of the claim. *See, e.g., W.L. Gore & Assoc., Inc. v. Garlock, Inc.,* 721 F.2d 1540, 220 U.S.P.Q. 303, 313 (Fed. Cir. 1983).

a. <u>Claim 12</u>

Amended claim 12 recites:

12. A method of synchronizing configuration parameters on a server with a database of stored configuration parameters comprising:

automatically updating at least one application program configuration parameter on the server in response to receiving an update of at least one corresponding stored application configuration parameter in said database, **the update initiated** by a particular customer of a web hosting provider,

wherein each application program configuration parameter defines at least in part **a quantity of a resource** on the server available to the particular customer of a web hosting provider.

(Emphasis added.)

Applicants respectfully submit that *Frailong et al.* fails to teach, disclose or suggest at least the features emphasized above. The Office Action (p. 2, para. 5) alleges that *Frailong et al.* col. 17, lines 54-59 teaches updating a server configuration parameter, and further alleges that "application program configuration parameter" is disclosed by col. 2, lines 47-50 and col. 5, lines 34-50 of *Frailong et al.* Applicant respectfully disagrees. *Frailong et al.* teaches configuration of two different devices: configuration of the gateway interface device (*e.g.*, "The reconfiguration protocol between the remote management server and the gateway interface is used when the gateway interface device is to be reconfigured in some manner", col. 17, lines 44-47); and configuration of "network services available on an external network". Neither the update of the gateway interface device nor the update of the external network services can properly correspond to the features recited in amended claim 12.

Applicants will first assume, for the sake of argument, that the gateway interface device can be considered a "server" and that the Internet Service Provider in *Frailong et al.* can be considered a "web hosting provider". Even so, amended claim 12 recites that the update is "initiated by a particular customer of the web hosting provider. In contrast, in *Frailong et al.* updating the configuration of this device is not initiated by a customer of the Internet Service Provider, but by a remote server process. In fact, *Frailong et al.* teaches away from the ISP's customer configuring the gateway interface device: "[t]he gateway interface device further provides connectivity to a remote server process which provides remote initialization, configuration, and upgrades of the gateway interface device without necessitating extensive user interaction"; Col. 4, lines 60-65; "[g]ateway interface device 208, also provides an interface to the remote servers and services provided in the present invention. This second means of access allows a secondary service provider to remotely configure, upgrade, and maintain diagnostics related to the network interface. It also facilitates the downloading of configuration parameters, a task which was traditionally left to the client LAN manager" (Col. 5, lines 13-20).

Nor does the reconfiguration of external network services (512) in *Frailong et al.* properly correspond to "updating at least one application program configuration parameter on the server". Applicants will first assume, for the sake of argument, that the external network services (512) can be considered "application programs" and that the Internet Service Provider in *Frailong et al.* can be considered a "web hosting provider". *Frailong et al.* Col. 9, lines 3-20 discloses that "[e]ach service manager allows a user, through a user interface, to perform certain service functions, such as bring down the service, reconfigure the service, and bring the service back up". Even if enabling, disabling, or reconfiguring corresponds to a "configuration parameter", none of them properly corresponds to a configuration parameter that "defines at least in part *a quantity of a resource* on the server available to the particular customer of a web hosting provider" as recited in amended claim 12.

For at least the reason that *Frailong et al.* fails to disclose, teach or suggest the features discussed above, Applicants respectfully submit that *Frailong et al.* does not anticipate amended claim 12. Therefore, Applicants request that the rejection of claim 12 be withdrawn.

b. Claim 18

Claim 18 has been amended to recite "means for automatically maintaining synchronization between said set of configuration parameters stored on said at least one network server and said set of configuration parameters stored in said database, wherein the server is operated by a web-hosting provider and wherein each application program configuration parameter defines at least in part *a quantity of a resource* on the network server available to a particular customer of the web hosting provider" (emphasis added).

Applicants respectfully submit that *Frailong et al.* fails to teach, disclose or suggest at least the features emphasized above. The Office Action (p. 2, para. 5) alleges that *Frailong et al.* col. 17, lines 54-59 teaches automatically maintaining synchronization, and further alleges that "application program configuration parameter" is disclosed by col. 2, lines 47-50 and col. 5,

lines 34-50 of *Frailong et al.* Applicant respectfully disagrees. *Frailong et al.* teaches configuration of two different devices: configuration of the gateway interface device (*e.g.*, "The reconfiguration protocol between the remote management server and the gateway interface is used when the gateway interface device is to be reconfigured in some manner", col. 17, lines 44-47); and configuration of "network services available on an external network". Neither the update of the gateway interface device nor the update of the external network services can properly correspond to the features recited in amended claim 18.

Applicants will first assume, for the sake of argument, that the gateway interface device can be considered a "server" and that the Internet Service Provider in *Frailong et al.* can be considered a "web hosting provider". The Office Action alleges that "*Frailong et al.* teaches in column 4, lines 53-61 a gateway interface device that contains a configuration database. This configuration database is used to store configuration parameters and operates to further guide which application programs are to be utilized with respect to the application program interfaces. Even assuming, for the sake of argument, that this characterization of *Frailong et al.* is accurate, such a general description of configuration parameters is not the same as a configuration parameter that "defines at least in part ***a quantity of a resource*** on the network server available to a particular customer of the web hosting provider" as recited in amended claim 18.

Nor does the reconfiguration of external network services (512) in *Frailong et al.* properly correspond to "automatically maintaining synchronization" as recited in amended claim 18. Applicants will first assume, for the sake of argument, that the external network services (512) can be considered "application programs" and that the Internet Service Provider in *Frailong et al.* can be considered a "web hosting provider". *Frailong et al.* Col. 9, lines 3-20 discloses that "[e]ach service manager allows a user, through a user interface, to perform certain service functions, such as bring down the service, reconfigure the service, and bring the service back up". Even if enabling, disabling, or reconfiguring corresponds to a "configuration parameter", none of them properly corresponds to a configuration parameter that "defines at

least in part *a quantity of a resource* on the server available to the particular customer of a web hosting provider" as recited in amended claim 18.

For at least the reason that *Frailong et al.* fails to disclose, teach or suggest the features discussed above, Applicants respectfully submit that *Frailong et al.* does not anticipate amended claim 18. Therefore, Applicants request that the rejection of claim 18 be withdrawn.

c. <u>Claims 24-25</u>

Claims 24-25 are cancelled without prejudice, waiver, or disclaimer, and the rejection of these claims is therefore rendered moot. Applicants take this action merely to reduce the number of disputed issues and to facilitate early allowance and issuance of other claims in the present application. Applicants reserve the right to pursue the subject matter of these cancelled claims in a continuing application, if Applicants so choose, and donot intend to dedicate any of the cancelled subject matter to the public. Applicants expressly reserve the right to present cancelled claims 24-25, or variants thereof, in continuing applications to be filed subsequent to the present application.

d. <u>Claim 26</u>

Claim 26 has been amended to recite "means for automatically maintaining synchronization between said set of configuration parameters stored on said at least one network server and said set of configuration parameters stored in said database, wherein the server is operated by a web-hosting provider and wherein each application program configuration parameter defines at least in part *a quantity of a resource* on the network server available to a particular user of the network server" (emphasis added).

Applicants respectfully submit that *Frailong et al.* fails to teach, disclose or suggest at least the features emphasized above. The Office Action (p. 2, para. 5) alleges that *Frailong et al.* col. 17, lines 54-59 teaches automatically maintaining synchronization, and further alleges that "application program configuration parameter" is disclosed by col. 2, lines 47-50 and col. 5,

lines 34-50 of *Frailong et al*. Applicant respectfully disagrees. *Frailong et al*. teaches configuration of two different devices: configuration of the gateway interface device (*e.g.*, "The reconfiguration protocol between the remote management server and the gateway interface is used when the gateway interface device is to be reconfigured in some manner", col. 17, lines 44-47); and configuration of "network services available on an external network". Neither the update of the gateway interface device nor the update of the external network services can properly correspond to the features recited in amended claim 26.

Applicants will first assume, for the sake of argument, that the gateway interface device can be considered a "server". The Office Action alleges that "*Frailong et al*. teaches in column 4, lines 53-61 a gateway interface device that contains a configuration database. This configuration database is used to store configuration parameters and operates to further guide which application programs are to be utilized with respect to the application program interfaces. Even assuming, for the sake of argument, that this characterization of *Frailong et al*. is accurate, such a general description of configuration parameters is not the same as a configuration parameter that "defines at least in part *a quantity of a resource* on the network server available to a particular user of the network server" as recited in amended claim 26.

Nor does the reconfiguration of external network services (512) in *Frailong et al*. properly correspond to "automatically maintaining synchronization" as recited in amended claim 26. Applicants will first assume, for the sake of argument, that the external network services (512) can be considered "application programs". *Frailong et al*. Col. 9, lines 3-20 discloses that "[e]ach service manager allows a user, through a user interface, to perform certain service functions, such as bring down the service, reconfigure the service, and bring the service back up". Even if enabling, disabling, or reconfiguring corresponds to a "configuration parameter", none of them properly corresponds to a configuration parameter that "defines at least in part *a quantity of a resource* on the server available to the particular customer of a web hosting provider" as recited in amended claim 26.

For at least the reason that *Frailong et al.* fails to disclose, teach or suggest the features discussed above, Applicants respectfully submit that *Frailong et al.* does not anticipate amended claim 26. Therefore, Applicants request that the rejection of claim 26 be withdrawn.

e. Claims 20, 24, 27, and 29

Since independent claims 12, 18, and 26 are allowable, Applicants respectfully submit that claims 20, 24, 27, and 29 are allowable for at least the reason that each depends from an allowable claim. *In re Fine*, 837 F.2d 1071, 5 U.S.P.Q. 2d 1596, 1598 (Fed. Cir. 1988). Therefore, Applicants respectfully request that the rejection of claims 20, 24, 27, and 29 be withdrawn.

2. Rejection of Claims 8-9 under 35 U.S.C. §103

Claims 8-9 have been rejected under §103(a) as allegedly obvious over *Frailong et al.* (6,496,858) in view of *Wilson* (6,718,347). Applicants respectfully traverse this rejection. It is well established at law that, for a proper rejection of a claim under 35 U.S.C. §103 as being obvious based upon a combination of references, the cited combination of references must disclose, teach, or suggest, either implicitly, all elements/features/steps of the claim at issue. *See, e.g., In re Dow Chemical*, 5 U.S.P.Q.2d 1529, 1531 (Fed. Cir. 1988); *In re Keller*, 208 U.S.P.Q.2d 871, 881 (C.C.P.A. 1981). The addition of *Wilson* does not cure the deficiencies of *Frailong et al.* discussed above in connection with independent claim 12. Since independent claim 12 is allowable, Applicant respectfully submits that claims 8-9 are allowable for at least the reason that each depends from an allowable claim. *In re Fine*, 837 F.2d 1071, 5 U.S.P.Q. 2d 1596, 1598 (Fed. Cir. 1988). Therefore, Applicants respectfully request that the rejection of claims 8-9 be withdrawn.

3. Rejection of Claims 13, 15-17, 19, 21-23, 28, and 30-32 under 35 U.S.C. §103

Claims 13, 15-17, 19, 21-23, 28, and 30-32 have been rejected under §103(a) as allegedly obvious over *Frailong et al.* (6,496,858) in view of *Dan et al.* (6,560,639). Applicants respectfully traverse this rejection. It is well established at law that, for a proper rejection of a claim under 35 U.S.C. §103 as being obvious based upon a combination of references, the cited combination of references must disclose, teach, or suggest, either implicitly, all elements/features/steps of the claim at issue. *See, e.g., In re Dow Chemical*, 5 U.S.P.Q.2d 1529, 1531 (Fed. Cir. 1988); *In re Keller*, 208 U.S.P.Q.2d 871, 881 (C.C.P.A. 1981). The addition of *Dan et al.* does not cure the deficiencies of *Frailong et al.* as discussed above in connrection with independent claims 12, 18, and 26. Since independent claims 12, 18, and 26 are allowable, Applicant respectfully submits that claims 13, 15-17, 19, 21-23, 28, and 30-32 are allowable for at least the reason that each depends from an allowable claim. *In re Fine*, 837 F.2d 1071, 5 U.S.P.Q. 2d 1596, 1598 (Fed. Cir. 1988). Therefore, Applicants respectfully request that the rejection of claims 13, 15-17, 19, 21-23, 28, and 30-32 be withdrawn.

4. Newly Added Claims

Applicants submit that new claims 32-37 are allowable over the cited references. Specifically, independent claim 32 is allowable for at least the reason that the cited references do not teach, disclose, or suggest the feature of "automatically updating an application program configuration parameter on the server in response to an update of a corresponding stored application configuration parameter in said database by a particular user of the server, wherein the application program configuration parameter defines a quantity of a resource on the server that is available to the particular user of the server." Dependent claims 33-37 are allowable over the cited references for at least the reason that each depends from an allowable claim. *In re Fine*, 837 F.2d 1071, 5 U.S.P.Q. 2d 1596, 1598 (Fed. Cir. 1988). Therefore, Applicants request the Examiner to enter and allow the above new claims.

CONCLUSION

Applicants respectfully request that all outstanding objections and rejections be withdrawn and that this application and presently pending claims 8-9, 12-15, 18, 22-23, and 26-37 be allowed to issue. Any statements in the Office Action that are not explicitly addressed herein are not intended to be admitted. In addition, any and all findings of inherency are traversed as not having been shown to be necessarily present. Furthermore, any and all findings of well-known art and official notice, or statements interpreted similarly, should not be considered well known since the Office Action does not include specific factual findings predicated on sound technical and scientific reasoning to support such conclusions. If the Examiner has any questions or comments regarding Applicant's response, the Examiner is encouraged to telephone Applicant's undersigned counsel.

Respectfully submitted,

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